

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

WILLIAM BRIDGE,  <div style="text-align: right; padding-right: 20px;">Plaintiff(s),</div>	)	
	)	
	)	Case No. 2:14-cv-01512-LDG-NJK
	)	
vs.	)	ORDER
	)	
CREDIT ONE FINANCIAL,	)	(Docket Nos. 63, 85, 88)
	)	
Defendant(s).	)	

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Pending before the Court is Defendant's motion for a protective order. Docket No. 63. Plaintiff filed an opposition, Defendant filed a reply, and Plaintiff filed a notice of supplemental authority. Docket Nos. 70, 73, 83. Also pending before the Court is Plaintiff's motion to compel. Docket No. 88. The Court finds that the motions are properly resolved without oral argument. *See* Local Rule 78-2. For the reasons discussed below, the motions are hereby **DENIED** without prejudice.

**I. BACKGROUND**

On March 31, 2015, Defendant filed a motion to quash and a motion for a protective order related to its "confidential information and customer lists sought" in Plaintiff's subpoena served on NCO Financial Systems. Docket Nos. 58, 63. The subpoena to non-party NCO Financial Systems, attached to the motion to quash, identifies Pennsylvania as the location for compliance. Docket No.

58-1, at 14. Pursuant to Rule<sup>1</sup> 45(d)(3), this Court lacks jurisdiction to resolve a motion to quash when the place where compliance is required is located in another district. *See Agincourt Gaming, LLC v. Zynga, Inc.*, 2014 WL 4079555, at \*3 (D. Nev. Aug. 15, 2014); *see also* Fed. R. Civ. P. 45(d)(3)(A)-(B) (a motion to quash or modify a subpoena is directed to “the court for the district where compliance is required”). In its reply, Defendant conceded that “[i]n its haste to address the Subpoena in a timely fashion” it filed the motion in Nevada, even though Pennsylvania is identified as the place of compliance.<sup>2</sup> Docket No. 73, at 1-2.

Defendant refiled the motion to quash in the Eastern District of Pennsylvania and, on May 19, 2015, that motion was adjudicated. *See* Docket No. 83-1. On June 2, 2015, Plaintiff filed a notice of supplemental authority alerting the Court to Defendant’s refiling of the motion to quash in another district. Docket No. 83. As such, Defendant’s motion to quash in this Court was denied. Docket No. 86.

On June 17, 2015, Plaintiff filed a motion to compel Defendant to produce documents responsive to Request Nos. 1(A)-(N) and Request No. 2 to Plaintiff’s First Set of Document Requests. Docket No. 88. Plaintiff represents that “[t]he same dispute is *sub judice* (*see* Defendant’s Motion for a Protective Order (Dkt. #63)), and has already effectively been ruled upon—in Plaintiff’s favor—by the United States District Court for the Eastern District of Pennsylvania.” *Id.*, at 6.

## II. ANALYSIS

Parties are required to engage in good faith efforts to resolve discovery disputes. *See* Local Rule 26-7(b). “The purpose of [the meet and confer] rules is simple: to lessen the burden on the court and reduce the unnecessary expenditure of resources by litigants, through promotion of informal, extrajudicial resolution of discovery disputes.” *Nevada Power Co. v. Monsanto Co.*, 151 F.R.D. 118, 120 (D. Nev. 1993). To that end, the movant must “personally engage in two-way

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<sup>1</sup> Unless otherwise specified, references to “Rules” refer to the Federal Rules of Civil Procedure.

<sup>2</sup> The Court notes that, contrary to its representations, Defendant did not withdraw its motion to quash upon filing the same motion in to quash in Pennsylvania. *See* Docket No. 73, at 2.

1 communication with the nonresponding party to meaningfully discuss each contested discovery  
2 dispute in a genuine effort to avoid judicial intervention.” *Shuffle Master, Inc. v. Progressive*  
3 *Games, Inc.*, 170 F.R.D. 166, 171-72 (D. Nev. 1996). To meet this obligation, a party must  
4 meaningfully assess “the relative strengths and weaknesses of its position *in light of all available*  
5 *information.*” *Nevada Power*, 151 F.R.D. at 120 (emphasis added). To ensure that parties comply  
6 with these requirements, movants must file certifications that “accurately and specifically convey  
7 to the court who, where, how, and when the respective parties attempted to personally resolve the  
8 discovery dispute.” *Shuffle Master*, 170 F.R.D. at 170.

9 The Court has reviewed the certifications attached to the motions. Docket No. 58-1, Reilly  
10 Decl. at ¶¶ 13-21; Docket No. 89, Zilka Decl. at ¶¶ 5-7, 15, 22-23. The certification provided with  
11 Plaintiff’s motion to compel states that:

12 Plaintiff’s counsel wrote to Defendant’s counsel that in light of the Eastern District  
13 of Pennsylvania’s Order and findings, the parties ought not burden this Court with  
14 yet another motion setting forth identical arguments about relevance to class  
certification of Credit One’s call data, particularly given that the parties have already  
briefed those same relevance issues on Defendant’s motion for a protective order.

15 Docket No. 89, Zilka Decl. at ¶¶ 22. Written communications between counsel are not sufficient  
16 to satisfy the “personal consultation” requirement. *See ShuffleMaster*, 170 F.R.D. at 172  
17 (exchange of letters does not satisfy meet and confer requirements).

18 Moreover, additional information is now available that was not available at the time the  
19 parties conducted a meet and confer for Defendant’s motion for a protective order. Most notably,  
20 the Eastern District of Pennsylvania adjudicated Defendant’s motion to quash on May 19, 2015,  
21 and discussed how Defendant’s call lists are relevant to are relevant for class certification. *See*  
22 Docket No. 83-2, at 5 (“these records would be very relevant in trying to determine what calls  
23 have been made at the behest of Credit One Financial”). It does not appear that the parties  
24 engaged in any meaningful discussion of how the denial of Defendant’s motion to quash in the  
25 Eastern District of Pennsylvania may affect the pending motions in this Court. The parties,  
26 therefore, have not engaged in an adequate meet and confer for purposes of the motions. *See*  
27 *Federal Deposit Insurance Corp., v. 26 Flamingo, LLC*, 2013 WL 2558219, \*2 (D. Nev. June 10,  
28 2013) (finding that a meet and confer is not sufficient when new information becomes available

1 after the parties' conference). Accordingly, the motion for a protective order (Docket No. 63)  
2 and Plaintiff's motion to compel (Docket No. 88) are hereby **DENIED** without prejudice.

3 In light of the above, Defendant's motion to strike the notice of supplemental authority  
4 (Docket No. 85) is hereby **DENIED** as moot. The parties are **ORDERED** to meet and confer to  
5 discuss their discovery disputes in light of the denial of Defendant's motion to quash in the  
6 Eastern District of Pennsylvania. During this meeting, counsel shall engage in a meaningful  
7 discussion of the relative strengths and weaknesses their positions. If they are unable to resolve  
8 the dispute in its entirety, the parties may bring renewed discovery motions no later than July 10,  
9 2015. Any such motions will be briefed according to the following schedule: response due no  
10 later than July 17, 2015, and reply due no later than July 22, 2015.

11 **III. CONCLUSION**

12 IT IS SO ORDERED:

- 13 1. Defendant's motion for a protective order (Docket No. 63) and Plaintiff's motion  
14 to compel (Docket No. 88) are hereby **DENIED** without prejudice
- 15 2. Defendant's motion to strike the notice of supplemental authority (Docket No. 85)  
16 is hereby **DENIED** as moot.
- 17 3. The parties are **ORDERED** to meet and confer to discuss their discovery disputes  
18 in light of the denial of Defendant's motion to quash in the Eastern District of  
19 Pennsylvania.
- 20 4. If they are unable to resolve the dispute in its entirety, the parties may bring  
21 renewed discovery motions no later than July 10, 2015. Any such motions will  
22 be briefed according to the following schedule: response due no later than July 17,  
23 2015, and reply due no later than July 22, 2015.

24 DATED: June 25, 2015

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28 NANCY J. KOPPE  
United States Magistrate Judge